

REMARKS

Claim 5 is currently amended. Claims 37 and 38 are canceled. Claims 1-4, and 6-36, and 39-40 were previously presented. As a result, claims 1-36, and 39-40 remain pending in the application.

Rejection of Claim 5 under 35 USC §112

Applicant has amended claim 5 to address the rejection for indefiniteness.

Rejection of Claims 1-40 under 35 USC §103(a)

Claims 1-40 stand rejected under 35 USC §103(a) as a result of US Patent Pub. No. 2004/0043293 (Nagata) in view of U.S. Patent Number 5,547,654 (Machida). Additionally, Claims 1-40 stand rejected under 35 USC §103(a) as a result of Nagata in view of the Hitachi Chemical Website (cited Web Page).

Nagata is not Available as Prior Art

Nagata is not available for rejections under 35USC §103 which provides that:

" Subject matter developed by another person, which qualifies as prior art only under one or more of **subsections (e), (f), and (g)** of **section 102** of this title, shall not preclude patentability under this section where the subject matter and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person."

Nagata and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person.

MPEP §706(L)(1) and MPEP §706(L)(2) address the disqualification of prior art under 35 USC §103(c). To satisfy the requirements of MPEP §706(L)(2), the following documents are attached to show that Nagata and the claimed invention were, at the time the invention was made, owned by the same person or subject to an obligation of assignment to the same person:

1. An Assignment of U.S. Patent Application serial number 10/264,870, which eventually issued as the Nagata Patent, to Quallion LLC. The Assignment is dated October 3, 2002.
2. A portion of the Employment Agreement between the inventor Hiroyuki Yumoto and Quallion LLL showing Hiroyuki Yumoto's obligation to assign the claimed invention to Quallion LLC.
3. A portion of the Employment Agreement between the inventor Joanna Dodd and Quallion LLL showing Joanna Dodd's obligation to assign the claimed invention to Quallion LLC.
4. A portion of the Employment Agreement between the inventor Mikito Nagata and Quallion LLL showing Mikito Nagata's obligation to assign the claimed invention to Quallion LLC.
5. A portion of the Employment Agreement between the inventor Phuong-Nghi Lam and Quallion LLL showing Phuong-Nghi Lam's obligation to assign the claimed invention to Quallion LLC.
6. An Assignment of U.S. Patent Application serial number 10/652,118 from the inventors to Quallion LLC in satisfaction of the above Employment Agreements. The Assignment is dated before the filing date of the Application.

Because the claimed invention and Nagata were commonly owned in accordance with MPEP §706(L)(2), Nagata is not available for a rejection under 35 USC §103(a). Since each of the pending rejections is dependent on the use of Nagata as prior art, and since Nagata is not available for use in these rejections, the Applicants respectfully request that the rejections be withdrawn.

The Cited Portion Hitachi Chemical Website is not Available for Use as Prior Art

As noted above, claims 1-40 are, rejected as a result of a portion of the Hitachi Chemical Website. The Office Action states that the Hitachi Chemical website is admitted prior art. Applicant has not admitted that the cited portion of the Hitachi Chemical website is prior art.

MPEP §2128 addresses the use of the Internet for prior art and provides the following:

Prior art disclosures on the Internet or on an on-line database are considered to be publicly available as of the date the item was publicly posted. If the publication does not include a publication date (or retrieval date), it cannot be relied upon as prior art under 35 U.S.C. 102(a) or (b)

The Applicant has reviewed the Web Page provided with the Office Action mailed June 27, 2005 and cannot find a publication date. Without the publication date, the cited web pages “cannot be relied upon as prior art under 35 U.S.C. §102(a) or (b)” in accordance with MPEP§2128. As a result, the Applicant has reviewed 35 U.S.C. §102(c)-(g) and cannot find a section under which the cited Web Page would be prior art. The Examiner is respectfully requested to provide a publication date for the cited Web Page in accordance with the third paragraph of MPEP §2128 or to cite the section of 35 U.S.C. §102(c)-(g) under which the cited Web Page would be prior art. Without the cited Web Page having a publication date or falling under a section of 35 U.S.C. 102(c) -(g), the cited Web Page is not available for use as prior art.

CONCLUSION

In light of the new Claims presented above, Applicants believe they are entitled to a letters patent. The Examiner is encouraged to telephone the undersigned with any questions.

Respectfully submitted



TRAVIS DODD
Reg. No. 42,491
Agent for Applicant(s)

Date: 8/24/05

Quallion LLC
P.O. Box 923127
Sylmar, CA 91392-3127
818-833-2003 ph
818-833-2065 fax

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.
Q148-US1

This is an Assignment of the following rights, title and interest: (check all that apply):

- ☒ *United States of America rights, title and interest in the invention*
- ☒ *Foreign rights, title and interest in the invention*
- ☐ *United States Patent Application Serial No.*

Date of Execution:

Date of Filing:

- ☐ *United States Provisional Patent Application Serial No.* _____
- ☐ *United States Patent No(s).* _____
- ☐ *International (PCT) Patent Application Serial No.* _____
- ☐ *Other (specify)* _____

Title of the Invention

NEGATIVE ELECTRODE FOR A NONAQUEOUS BATTERY

Inventors (assignors)[illegible]**Assignee**

<i>Name</i>	<i>Address</i>

Assignment of Rights, Title and Interest in Invention (Multiple inventors; single assignee)

Docket No.
Q148-US1

Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

Inventors' Signatures (if Notarization is desired, do not sign here and proceed to next page)

[illegible]

Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)

Docket No.
Q148-US1

Notarization

(Although notarization is not necessary, it will be considered prima facie evidence of execution pursuant to 35 U.S.C. 261.)

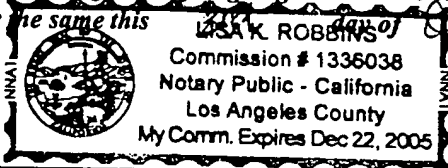
Executed this day of , in the year
at Sylmar, CA 03 October 2002

Mikito Nagata
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Mikito Nagata
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of , in the year 2002



Lisa K. Robbins
(Notary Public)

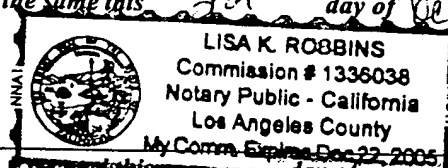
Executed this day of , in the year
at Sylmar, CA 3 October 2002

Hiroyuki Yumoto
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Hiroyuki Yumoto
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of , in the year 2002



Lisa K. Robbins
(Notary Public)

Executed this day of , in the year
at Sylmar, CA 3rd October 2002

Hisashi Tsukamoto
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Hisashi Tsukamoto
who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to
execute the same this day of , in the year 2002



Lisa K. Robbins
(Notary Public)

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS AN EMPLOYEE EXPOSED TO HIGHLY SENSITIVE TECHNOLOGY AND STRATEGIC INFORMATION IN PERFORMING YOUR WORK WITH QUALLION LLC. QUALLION BELIEVES THAT THIS AGREEMENT STRIKES A FAIR BALANCE BETWEEN ITS INTERESTS AND YOUR NEEDS AND EXPECTATIONS. THIS AGREEMENT IS LONG BECAUSE AN EFFORT HAS BEEN MADE TO PROTECT BOTH YOU AND QUALLION BY BEING AS CLEAR AND PRECISE AS POSSIBLE.

This Confidential Information and Invention Assignment Agreement ("Agreement") is intended to formalize the terms of my employment with Quallion LLC ("Company"). In return for and as a condition of my new employment by Company and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge, agree, and represent to Company as follows:

REDACTED

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2. Ownership of Employee Developments.

(a) Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes, without limitation, all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" also includes "Inventions," which means any inventions protected or protectable under patent laws.

(b) Disclosure of Prior Innovations. I have identified on Exhibit A attached hereto all Innovations that are not patented or the subject of a patent application, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company and in which I have a personal ownership interest that has not been assigned or otherwise transferred by me (collectively, the "Prior Innovations"), and I represent that such list is complete. I represent that I have no rights in any such Innovations other than those Prior Innovations specified in Exhibit A. If there is no such list on Exhibit A, I represent that I have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

(c) Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign, transfer and convey to Company, its successors, assignee, or designee, my entire right, title and interest in and to:

(i) Each of the Innovations (including Inventions), and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, or any of its subsidiaries or controlled companies, which either (1) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, including but not limited to, battery devices and equipment that are used in medical devices, hybrid electric vehicles or aerospace applications, and parts and accessories for any of the preceding items together with all machines, tools, methods and processes of manufacture and materials useful in the construction thereof, or (2) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (3) resulted from any work I performed for Company;

(ii) Each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice,

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create, derive, develop, or make during the period of my employment with Company, which are applicable to the business of Company;

(iii) Any Innovations (including Inventions) of the type described in Subsections (i) and (ii) above that arose as a result of any previous work done by me for Company.

Collectively, the Innovations, Inventions and other intellectual property rights identified in Subsections (i), (ii), and (iii) are hereinafter the "Company Innovations". To the extent that any of the right, title and interest in and to Company Innovations cannot be lawfully, fully and effectively assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable right, title and interest. To the extent that any of the right, title and interest in and to Company Innovations can be neither so assigned nor so licensed by me to Company, I hereby irrevocably waive and agree never to assert such right, title and interest against Company or any of Company's successors. I hereby grant to Company or Company's designees an exclusive, royalty free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, into any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations into any Company Innovations without Company's prior written consent.

(d) Future Innovations. I recognize that Innovations or Proprietary Information relating to my activities while working for the Company and conceived, reduced to practice, created, derived, developed or made by me, alone or with others, within three (3) months after termination of my employment, may have been conceived, reduced to practice, created, derived, developed or made, as applicable, in significant part while employed by the Company. Accordingly, I agree that such Innovations and Proprietary Information shall be presumed to have been conceived, reduced to practice, created, derived, developed or made, as applicable, during my employment with the Company and are subject to the rights of the Company in such Innovations and/or Proprietary Information provided for under this Agreement, including but not limited to, those rights of assignment and perfection provided for in Subsections 2(e) and 2(f) of this Agreement, unless and until I establish the contrary by written evidence satisfying the clear and convincing standard of proof.

(e) Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(i) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations, Proprietary Information, and or any other Innovations assigned or licensed to the Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (1) in the filing, prosecution,

registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (2) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets or other proprietary rights, and (3) in other legal proceedings related to the Company Innovations, Innovations or Proprietary Information.

(ii) If Company is unable for any reason to secure my signature on any document required to file, prosecute, register or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for me and on my behalf and in my name, place and stead, (1) to execute, file, prosecute, register and memorialize the assignment of any such application, (2) to execute and file any documentation required for such enforcement, and (3) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

(f) Clearance Procedure for Proprietary Rights Not Claimed by Company. If I ever wish to create, develop, or market on my own time and with my own resources, anything that may be considered an Innovation but I believe I should be entitled to the personal benefit of such efforts ("Business Opportunity"), I understand that I must follow the following clearance procedure in order to ensure that Company has no claim to the proprietary rights that may arise as a result of the Business Opportunity: (i) Before I begin any work on my own time with regard to the Business Opportunity, I must give Company advance notice of my plans and supply a description of the Business Opportunity under consideration. Unless otherwise agreed in a writing signed by Company prior to receipt, Company shall have no obligation of confidence with respect to such Business Opportunity. Company will determine, in good faith, within thirty (30) days after I have fully disclosed my plans to Company, whether the Business Opportunity is claimed by Company. If Company determines that it does not claim such Business Opportunity, I will be notified in writing and may retain ownership of the Business Opportunity to the extent of what has been disclosed to Company. I must submit for further clearance any significant improvement, modification, or adaptation of the Business Opportunity so that it can be determined whether the improvement, modification, or adaptation of the Business Opportunity relates to the business or interests of Company; (ii) Clearance under this procedure does not relieve me of the need to obtain the written consent of Company before engaging in business activities or rendering business, commercial or professional services for the benefit of anyone other than Company, as Section 1 hereof requires. Company thus reserves the right to exercise greater control over development work that I might consider doing for profit after hours, as opposed to mere hobby work pursued in my spare time.

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3. Confidentiality.

(a) Consequences of Entrustment with Sensitive Information. My employment with Company creates a fiduciary relationship of confidence and trust between Company and me with respect to Proprietary Information (as defined herein). I recognize that my position with Company requires considerable responsibility and trust. Relying on my ethical responsibility, undivided loyalty, and promises and agreements contained herein, Company expects to entrust me with highly sensitive confidential, restricted, and proprietary information involving Proprietary Information. I recognize that it could prove very difficult to isolate Proprietary Information from business activities that I might consider pursuing after termination of my employment, and in some instances, I may not be able to compete with Company in certain ways because of the risk that the Company's Proprietary Information might be compromised. I am legally and ethically responsible for protecting and preserving Company's proprietary rights for use only for Company's benefit, and these responsibilities may impose unavoidable limitations on my ability to pursue some kinds of business opportunities that might interest me during or after my employment.

(b) Definition of Proprietary Information. My employment with Company creates a relationship of confidence and trust between Company and me with respect to any information:

(i) Applicable to or useful in the business of Company; or

(ii) Applicable to or useful in the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information, such as patent, copyright, trade secret and proprietary information, materials, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

(c) Ownership, Restrictions on Use, and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns and Company's customers, to the extent Company's customers have disclosed such information to Company. Company, Company's assigns and Company's customers shall be the sole and exclusive owners of all their respective patents, copyrights, mask works, trade secrets and other rights in Proprietary Information. I hereby do and will assign to Company all right, title and interest I have or may have or may acquire in Proprietary Information. At all times, both during

my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

(d) Screening of Public Releases of Information. In addition, and without any intention of limiting my other obligations under this Agreement in any way, I will not, during my employment by Company, reveal any nonpublic information concerning the technology pertaining to the proprietary products and manufacturing processes of Company (particularly technology under current development or improvement), unless I have obtained approval from Company in advance. In that connection, I must submit to Company for review any proposed scientific and technical articles and the text of any public speeches relating to work done for Company before it is released or delivered. Company has the right to disapprove and prohibit, or delete any parts of, such articles or speeches that might disclose Company's Proprietary Information or otherwise be contrary to Company's business interests.

(e) Ownership and Return of Materials. All materials (including, without limitation, documents, materials, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. On termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which embody or incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

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I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION AND MAKE SOLICITATIONS OF THE COMPANY'S EMPLOYEES, CLIENTS, SUPPLIERS AND CONSULTANTS DURING OR SUBSEQUENT TO MY EMPLOYMENT WITH THE COMPANY.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS MY LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT AND THAT I UNDERSTAND AND WILL FULLY AND FAITHFULLY COMPLY WITH SUCH PROVISIONS.

EMPLOYEE:

Hiroyski Yumoto

Printed Name: Hiroyski Yumoto

Dated: 7/2/01

Accepted this 7/5, 2001

QUALLION LLC:

By Georges Ben
Its Assoc. Gen. Counsel

president

EXHIBIT A

**ITEMS AND INNOVATIONS CONCEIVED, REDUCED TO PRACTICE, CREATED,
DERIVED, DEVELOPED, OR MADE BY EMPLOYEE PRIOR TO EMPLOYMENT
WITH QUALLION LLC**

(IF NONE, PLEASE SO STATE)

This Exhibit A is a part of the Confidential Information and Invention Assignment Agreement dated as of 7/2/01, 2001 by and between QUALLION LLC (the "Company") and HiroYuki Yumoto ("Employee").

None

QUALLION LLC:

By: Paul Beach

Name: Paul Beach

Title: Assoc. Gen. Counsel

Paul Beach
president

EMPLOYEE:

By: HiroYuki Yumoto

Name: HiroYuki Yumoto

Title (if applicable): Battery Engineer

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EXHIBIT B

LABOR CODE 2870 NOTICE

I have been notified and understand that this Confidential Information and Invention Assignment Agreement ("Agreement"), and specifically, section 2 of this Agreement, does not apply to any Invention that qualifies fully under the provisions of section 2870 of the California Labor Code, 3.5 Cal. Labor Code section 2870, that states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

EMPLOYEE:

By: Hiroaki Yumoto

Name: Hiroaki Yumoto

Title (if applicable): Battery Engineer

Dated: 7/2/01

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS AN EMPLOYEE EXPOSED TO HIGHLY SENSITIVE TECHNOLOGY AND STRATEGIC INFORMATION IN PERFORMING YOUR WORK WITH QUALLION LLC. QUALLION BELIEVES THAT THIS AGREEMENT STRIKES A FAIR BALANCE BETWEEN ITS INTERESTS AND YOUR NEEDS AND EXPECTATIONS. THIS AGREEMENT IS LONG BECAUSE AN EFFORT HAS BEEN MADE TO PROTECT BOTH YOU AND QUALLION BY BEING AS CLEAR AND PRECISE AS POSSIBLE.

This Confidential Information and Invention Assignment Agreement ("Agreement") is intended to formalize the terms of my employment with Quallion LLC ("Company"). In return for and as a condition of my new employment by Company and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge, agree, and represent to Company as follows:

REDACTED


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2. Ownership of Employee Developments.

(a) Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes, without limitation, all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" also includes "Inventions," which means any inventions protected or protectable under patent laws.

(b) Disclosure of Prior Innovations. I have identified on Exhibit A attached hereto all Innovations that are not patented or the subject of a patent application, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company and in which I have a personal ownership interest that has not been assigned or otherwise transferred by me (collectively, the "Prior Innovations"), and I represent that such list is complete. I represent that I have no rights in any such Innovations other than those Prior Innovations specified in Exhibit A. If there is no such list on Exhibit A, I represent that I have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

(c) Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign, transfer and convey to Company, its successors, assignee, or designee, my entire right, title and interest in and to:

(i) Each of the Innovations (including Inventions), and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, or any of its subsidiaries or controlled companies, which either (1) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, including but not limited to, battery devices and equipment that are used in medical devices, hybrid electric vehicles or aerospace applications, and parts and accessories for any of the preceding items together with all machines, tools, methods and processes of manufacture and materials useful in the construction thereof, or (2) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (3) resulted from any work I performed for Company;

(ii) Each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice,



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create, derive, develop, or make during the period of my employment with Company, which are applicable to the business of Company;

(iii) Any Innovations (including Inventions) of the type described in Subsections (i) and (ii) above that arose as a result of any previous work done by me for Company.

Collectively, the Innovations, Inventions and other intellectual property rights identified in Subsections (i), (ii), and (iii) are hereinafter the "Company Innovations". To the extent that any of the right, title and interest in and to Company Innovations cannot be lawfully, fully and effectively assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable right, title and interest. To the extent that any of the right, title and interest in and to Company Innovations can be neither so assigned nor so licensed by me to Company, I hereby irrevocably waive and agree never to assert such right, title and interest against Company or any of Company's successors. I hereby grant to Company or Company's designees an exclusive, royalty free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, into any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations into any Company Innovations without Company's prior written consent.

(d) Future Innovations. I recognize that Innovations or Proprietary Information relating to my activities while working for the Company and conceived, reduced to practice, created, derived, developed or made by me, alone or with others, within three (3) months after termination of my employment, may have been conceived, reduced to practice, created, derived, developed or made, as applicable, in significant part while employed by the Company. Accordingly, I agree that such Innovations and Proprietary Information shall be presumed to have been conceived, reduced to practice, created, derived, developed or made, as applicable, during my employment with the Company and are subject to the rights of the Company in such Innovations and/or Proprietary Information provided for under this Agreement, including but not limited to, those rights of assignment and perfection provided for in Subsections 2(e) and 2(f) of this Agreement, unless and until I establish the contrary by written evidence satisfying the clear and convincing standard of proof.

(e) Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(i) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations, Proprietary Information, and or any other Innovations assigned or licensed to the Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (1) in the filing, prosecution,

registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (2) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets or other proprietary rights, and (3) in other legal proceedings related to the Company Innovations, Innovations or Proprietary Information.

(ii) If Company is unable for any reason to secure my signature on any document required to file, prosecute, register or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for me and on my behalf and in my name, place and stead, (1) to execute, file, prosecute, register and memorialize the assignment of any such application, (2) to execute and file any documentation required for such enforcement, and (3) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

(f) Clearance Procedure for Proprietary Rights Not Claimed by Company. If I ever wish to create, develop, or market on my own time and with my own resources, anything that may be considered an Innovation but I believe I should be entitled to the personal benefit of such efforts ("Business Opportunity"), I understand that I must follow the following clearance procedure in order to ensure that Company has no claim to the proprietary rights that may arise as a result of the Business Opportunity: (i) Before I begin any work on my own time with regard to the Business Opportunity, I must give Company advance notice of my plans and supply a description of the Business Opportunity under consideration. Unless otherwise agreed in a writing signed by Company prior to receipt, Company shall have no obligation of confidence with respect to such Business Opportunity. Company will determine, in good faith, within thirty (30) days after I have fully disclosed my plans to Company, whether the Business Opportunity is claimed by Company. If Company determines that it does not claim such Business Opportunity, I will be notified in writing and may retain ownership of the Business Opportunity to the extent of what has been disclosed to Company. I must submit for further clearance any significant improvement, modification, or adaptation of the Business Opportunity so that it can be determined whether the improvement, modification, or adaptation of the Business Opportunity relates to the business or interests of Company; (ii) Clearance under this procedure does not relieve me of the need to obtain the written consent of Company before engaging in business activities or rendering business, commercial or professional services for the benefit of anyone other than Company, as Section 1 hereof requires. Company thus reserves the right to exercise greater control over development work that I might consider doing for profit after hours, as opposed to mere hobby work pursued in my spare time.


EMP. INITIALS

3. Confidentiality.

(a) Consequences of Entrustment with Sensitive Information. My employment with Company creates a fiduciary relationship of confidence and trust between Company and me with respect to Proprietary Information (as defined herein). I recognize that my position with Company requires considerable responsibility and trust. Relying on my ethical responsibility, undivided loyalty, and promises and agreements contained herein, Company expects to entrust me with highly sensitive confidential, restricted, and proprietary information involving Proprietary Information. I recognize that it could prove very difficult to isolate Proprietary Information from business activities that I might consider pursuing after termination of my employment, and in some instances, I may not be able to compete with Company in certain ways because of the risk that the Company's Proprietary Information might be compromised. I am legally and ethically responsible for protecting and preserving Company's proprietary rights for use only for Company's benefit, and these responsibilities may impose unavoidable limitations on my ability to pursue some kinds of business opportunities that might interest me during or after my employment.


(b) Definition of Proprietary Information. My employment with Company creates a relationship of confidence and trust between Company and me with respect to any information:

(i) Applicable to or useful in the business of Company; or

(ii) Applicable to or useful in the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information, such as patent, copyright, trade secret and proprietary information, materials, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

(c) Ownership, Restrictions on Use, and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns and Company's customers, to the extent Company's customers have disclosed such information to Company. Company, Company's assigns and Company's customers shall be the sole and exclusive owners of all their respective patents, copyrights, mask works, trade secrets and other rights in Proprietary Information. I hereby do and will assign to Company all right, title and interest I have or may have or may acquire in Proprietary Information. At all times, both during


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my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

(d) Screening of Public Releases of Information. In addition, and without any intention of limiting my other obligations under this Agreement in any way, I will not, during my employment by Company, reveal any nonpublic information concerning the technology pertaining to the proprietary products and manufacturing processes of Company (particularly technology under current development or improvement), unless I have obtained approval from Company in advance. In that connection, I must submit to Company for review any proposed scientific and technical articles and the text of any public speeches relating to work done for Company before it is released or delivered. Company has the right to disapprove and prohibit, or delete any parts of, such articles or speeches that might disclose Company's Proprietary Information or otherwise be contrary to Company's business interests.

(e) Ownership and Return of Materials. All materials (including, without limitation, documents, materials, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. On termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which embody or incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

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REDACTED

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REDACTED

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION AND MAKE SOLICITATIONS OF THE COMPANY'S EMPLOYEES, CLIENTS, SUPPLIERS AND CONSULTANTS DURING OR SUBSEQUENT TO MY EMPLOYMENT WITH THE COMPANY.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS MY LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT AND THAT I UNDERSTAND AND WILL FULLY AND FAITHFULLY COMPLY WITH SUCH PROVISIONS.

EMPLOYEE:

Joanna L. Dodd

Printed Name: Joanna L. Dodd

Dated: 7/30/01

Accepted this 7/30/01, 2001

QUALLION LLC:

By [Signature]
Its Assoc. Gen. Counsel

[Signature]
president

EXHIBIT A

**ITEMS AND INNOVATIONS CONCEIVED, REDUCED TO PRACTICE, CREATED,
DERIVED, DEVELOPED, OR MADE BY EMPLOYEE PRIOR TO EMPLOYMENT
WITH QUALLION LLC**

(IF NONE, PLEASE SO STATE)

This Exhibit A is a part of the Confidential Information and Invention Assignment Agreement dated as of 7/30/2001, 2001 by and between QUALLION LLC (the "Company") and Joanna Dodd ("Employee").

None

QUALLION LLC:

By: Paul Bender

Name: Paul Bender

Title: Assoc. Gen Counsel

[Signature]
president

EMPLOYEE:

By: Joanna Dodd

Name: Joanna L Dodd

Title (if applicable): _____

EXHIBIT B

LABOR CODE 2870 NOTICE

I have been notified and understand that this Confidential Information and Invention Assignment Agreement ("Agreement"), and specifically, section 2 of this Agreement, does not apply to any Invention that qualifies fully under the provisions of section 2870 of the California Labor Code, 3.5 Cal. Labor Code section 2870, that states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

EMPLOYEE:

By: Joanna L. Dodd

Name: Joanna L. Dodd

Title (if applicable): _____

Dated: 7/30/01

CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS AN EMPLOYEE EXPOSED TO HIGHLY SENSITIVE TECHNOLOGY AND STRATEGIC INFORMATION IN PERFORMING YOUR WORK WITH QUALLION LLC. QUALLION BELIEVES THAT THIS AGREEMENT STRIKES A FAIR BALANCE BETWEEN ITS INTERESTS AND YOUR NEEDS AND EXPECTATIONS. THIS AGREEMENT IS LONG BECAUSE AN EFFORT HAS BEEN MADE TO PROTECT BOTH YOU AND QUALLION BY BEING AS CLEAR AND PRECISE AS POSSIBLE.

This Confidential Information and Invention Assignment Agreement ("Agreement") is intended to formalize the terms of my employment with Quallion LLC ("Company"). In return for and as a condition of my new employment by Company and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge, agree, and represent to Company as follows:

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2. Ownership of Employee Developments.

(a) Innovations. As used in this Agreement, the term "Innovations" means all processes, machines, manufactures, compositions of matter, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, know-how, ideas (whether or not protectable under trade secret laws), and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret or other laws, and includes, without limitation, all new or useful art, combinations, discoveries, formulae, manufacturing techniques, technical developments, discoveries, artwork, software, and designs. "Innovations" also includes "Inventions," which means any inventions protected or protectable under patent laws.

(b) Disclosure of Prior Innovations. I have identified on Exhibit A attached hereto all Innovations that are not patented or the subject of a patent application, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, which were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company and in which I have a personal ownership interest that has not been assigned or otherwise transferred by me (collectively, the "Prior Innovations"), and I represent that such list is complete. I represent that I have no rights in any such Innovations other than those Prior Innovations specified in Exhibit A. If there is no such list on Exhibit A, I represent that I have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations at the time of signing this Agreement.

(c) Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby do and will assign, transfer and convey to Company, its successors, assignee, or designee, my entire right, title and interest in and to:

(i) Each of the Innovations (including Inventions), and any associated intellectual property rights, which I may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, or any of its subsidiaries or controlled companies, which either (1) relate, at the time of conception, reduction to practice, creation, derivation, development, or making of such Innovation, to Company's business or actual or demonstrably anticipated research or development, including but not limited to, battery devices and equipment that are used in medical devices, hybrid electric vehicles or aerospace applications, and parts and accessories for any of the preceding items together with all machines, tools, methods and processes of manufacture and materials useful in the construction thereof, or (2) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or trade secret information, or (3) resulted from any work I performed for Company;

(ii) Each of the Innovations which is not an Invention (as demonstrated by me by evidence meeting the clear and convincing standard of proof), and any associated intellectual property rights, which I may solely or jointly conceive, develop, reduce to practice,

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create, derive, develop, or make during the period of my employment with Company, which are applicable to the business of Company;

(iii) Any Innovations (including Inventions) of the type described in Subsections (i) and (ii) above that arose as a result of any previous work done by me for Company.

Collectively, the Innovations, Inventions and other intellectual property rights identified in Subsections (i), (ii), and (iii) are hereinafter the "Company Innovations". To the extent that any of the right, title and interest in and to Company Innovations cannot be lawfully, fully and effectively assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable right, title and interest. To the extent that any of the right, title and interest in and to Company Innovations can be neither so assigned nor so licensed by me to Company, I hereby irrevocably waive and agree never to assert such right, title and interest against Company or any of Company's successors. I hereby grant to Company or Company's designees an exclusive, royalty free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, into any Company Innovations. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, any Prior Innovations into any Company Innovations without Company's prior written consent.

(d) Future Innovations. I recognize that Innovations or Proprietary Information relating to my activities while working for the Company and conceived, reduced to practice, created, derived, developed or made by me, alone or with others, within three (3) months after termination of my employment, may have been conceived, reduced to practice, created, derived, developed or made, as applicable, in significant part while employed by the Company. Accordingly, I agree that such Innovations and Proprietary Information shall be presumed to have been conceived, reduced to practice, created, derived, developed or made, as applicable, during my employment with the Company and are subject to the rights of the Company in such Innovations and/or Proprietary Information provided for under this Agreement, including but not limited to, those rights of assignment and perfection provided for in Subsections 2(e) and 2(f) of this Agreement, unless and until I establish the contrary by written evidence satisfying the clear and convincing standard of proof.

(e) Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(i) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations, Proprietary Information, and or any other Innovations assigned or licensed to the Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (1) in the filing, prosecution,

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registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (2) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets or other proprietary rights, and (3) in other legal proceedings related to the Company Innovations, Innovations or Proprietary Information.

(ii) If Company is unable for any reason to secure my signature on any document required to file, prosecute, register or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other proprietary right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for me and on my behalf and in my name, place and stead, (1) to execute, file, prosecute, register and memorialize the assignment of any such application, (2) to execute and file any documentation required for such enforcement, and (3) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

(f) Clearance Procedure for Proprietary Rights Not Claimed by Company. If I ever wish to create, develop, or market on my own time and with my own resources, anything that may be considered an Innovation but I believe I should be entitled to the personal benefit of such efforts ("Business Opportunity"), I understand that I must follow the following clearance procedure in order to ensure that Company has no claim to the proprietary rights that may arise as a result of the Business Opportunity: (i) Before I begin any work on my own time with regard to the Business Opportunity, I must give Company advance notice of my plans and supply a description of the Business Opportunity under consideration. Unless otherwise agreed in a writing signed by Company prior to receipt, Company shall have no obligation of confidence with respect to such Business Opportunity. Company will determine, in good faith, within thirty (30) days after I have fully disclosed my plans to Company, whether the Business Opportunity is claimed by Company. If Company determines that it does not claim such Business Opportunity, I will be notified in writing and may retain ownership of the Business Opportunity to the extent of what has been disclosed to Company. I must submit for further clearance any significant improvement, modification, or adaptation of the Business Opportunity so that it can be determined whether the improvement, modification, or adaptation of the Business Opportunity relates to the business or interests of Company; (ii) Clearance under this procedure does not relieve me of the need to obtain the written consent of Company before engaging in business activities or rendering business, commercial or professional services for the benefit of anyone other than Company, as Section 1 hereof requires. Company thus reserves the right to exercise greater control over development work that I might consider doing for profit after hours, as opposed to mere hobby work pursued in my spare time.

3. Confidentiality.

(a) Consequences of Entrustment with Sensitive Information. My employment with Company creates a fiduciary relationship of confidence and trust between Company and me with respect to Proprietary Information (as defined herein). I recognize that my position with Company requires considerable responsibility and trust. Relying on my ethical responsibility, undivided loyalty, and promises and agreements contained herein, Company expects to entrust me with highly sensitive confidential, restricted, and proprietary information involving Proprietary Information. I recognize that it could prove very difficult to isolate Proprietary Information from business activities that I might consider pursuing after termination of my employment, and in some instances, I may not be able to compete with Company in certain ways because of the risk that the Company's Proprietary Information might be compromised. I am legally and ethically responsible for protecting and preserving Company's proprietary rights for use only for Company's benefit, and these responsibilities may impose unavoidable limitations on my ability to pursue some kinds of business opportunities that might interest me during or after my employment.

(b) Definition of Proprietary Information. My employment with Company creates a relationship of confidence and trust between Company and me with respect to any information:

(i) Applicable to or useful in the business of Company; or

(ii) Applicable to or useful in the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information, such as patent, copyright, trade secret and proprietary information, materials, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

(c) Ownership, Restrictions on Use, and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns and Company's customers, to the extent Company's customers have disclosed such information to Company. Company, Company's assigns and Company's customers shall be the sole and exclusive owners of all their respective patents, copyrights, mask works, trade secrets and other rights in Proprietary Information. I hereby do and will assign to Company all right, title and interest I have or may have or may acquire in Proprietary Information. At all times, both during

my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

(d) Screening of Public Releases of Information. In addition, and without any intention of limiting my other obligations under this Agreement in any way, I will not, during my employment by Company, reveal any nonpublic information concerning the technology pertaining to the proprietary products and manufacturing processes of Company (particularly technology under current development or improvement), unless I have obtained approval from Company in advance. In that connection, I must submit to Company for review any proposed scientific and technical articles and the text of any public speeches relating to work done for Company before it is released or delivered. Company has the right to disapprove and prohibit, or delete any parts of, such articles or speeches that might disclose Company's Proprietary Information or otherwise be contrary to Company's business interests.

(e) Ownership and Return of Materials. All materials (including, without limitation, documents, materials, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. On termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which embody or incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

REDACTED

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION AND MAKE SOLICITATIONS OF THE COMPANY'S EMPLOYEES, CLIENTS, SUPPLIERS AND CONSULTANTS DURING OR SUBSEQUENT TO MY EMPLOYMENT WITH THE COMPANY.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS MY LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT AND THAT I UNDERSTAND AND WILL FULLY AND FAITHFULLY COMPLY WITH SUCH PROVISIONS.

EMPLOYEE:

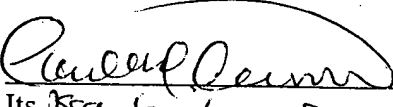
Mikito Nagata

Printed Name: Mikito Nagata

Dated: 07/03/01

Accepted this 7/2, 2001

QUALLION LLC:

By 
Its Paul A. Conners

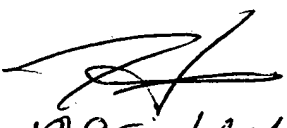

president

EXHIBIT A

**ITEMS AND INNOVATIONS CONCEIVED, REDUCED TO PRACTICE, CREATED,
DERIVED, DEVELOPED, OR MADE BY EMPLOYEE PRIOR TO EMPLOYMENT
WITH QUALLION LLC**

(IF NONE, PLEASE SO STATE)

This Exhibit A is a part of the Confidential Information and Invention Assignment Agreement dated as of 07/03, 2001 by and between QUALLION LLC (the "Company") and Mikito Nagata ("Employee").

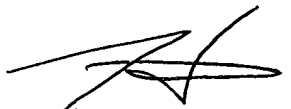
None

QUALLION LLC:

By: 

Name: Paul M. Beach

Title: Assoc. Gen. Counsel


president

EMPLOYEE:

By: Mikito Nagata

Name: Mikito Nagata

Title (if applicable): Battery Engineer

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EXHIBIT B

LABOR CODE 2870 NOTICE

I have been notified and understand that this Confidential Information and Invention Assignment Agreement ("Agreement"), and specifically, section 2 of this Agreement, does not apply to any Invention that qualifies fully under the provisions of section 2870 of the California Labor Code, 3.5 Cal. Labor Code section 2870, that states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

EMPLOYEE:

By: Mikito Nagata

Name: Mikito Nagata

Title (if applicable): Battery Engineer

Dated: 07/03/01

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CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT DESCRIBES THE BASIC LEGAL AND ETHICAL RESPONSIBILITIES THAT YOU ARE REQUIRED TO OBSERVE AS AN EMPLOYEE EXPOSED TO HIGHLY SENSITIVE TECHNOLOGY AND STRATEGIC INFORMATION IN PERFORMING YOUR WORK WITH QUALLION LLC. QUALLION BELIEVES THAT THIS AGREEMENT STRIKES A FAIR BALANCE BETWEEN ITS INTERESTS AND YOUR NEEDS AND EXPECTATIONS. THIS AGREEMENT IS LONG BECAUSE AN EFFORT HAS BEEN MADE TO PROTECT BOTH YOU AND QUALLION BY BEING AS CLEAR AND PRECISE AS POSSIBLE.

This Confidential Information and Invention Assignment Agreement ("Agreement") is intended to formalize the terms of my employment with Quallion LLC ("Company"). In return for and as a condition of my new employment by Company and for other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge, agree, and represent to Company as follows:

REDACTED

Section 3. Confidentiality.

(a) Consequences of Entrustment with Sensitive Information. My employment with Company creates a fiduciary relationship of confidence and trust between Company and me with respect to Proprietary Information (as defined herein). I recognize that my position with Company requires considerable responsibility and trust. Relying on my ethical responsibility, undivided loyalty, and promises and agreements contained herein, Company expects to entrust me with highly sensitive confidential, restricted, and proprietary information involving Proprietary Information. I recognize that it could prove very difficult to isolate Proprietary Information from business activities that I might consider pursuing after termination of my employment, and in some instances, I may not be able to compete with Company in certain ways because of the risk that the

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Company's Proprietary Information might be compromised. I am legally and ethically responsible for protecting and preserving Company's proprietary rights for use only for Company's benefit, and these responsibilities may impose unavoidable limitations on my ability to pursue some kinds of business opportunities that might interest me during or after my employment.

(b) Definition of Proprietary Information. My employment with Company creates a relationship of confidence and trust between Company and me with respect to any information:

(i) Applicable to or useful in the business of Company; or

(ii) Applicable to or useful in the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information, such as patent, copyright, trade secret and proprietary information, materials, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company, and includes, without limitation, respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information. "Proprietary Information" also includes proprietary or confidential information of any third party who may disclose such information to Company or to me in the course of Company's business.

(c) Ownership, Restrictions on Use, and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company, Company's assigns and Company's customers, to the extent Company's customers have disclosed such information to Company. Company, Company's assigns and Company's customers shall be the sole and exclusive owners of all their respective patents, copyrights, mask works, trade secrets and other rights in Proprietary Information. I hereby do and will assign to Company all right, title and interest I have or may have or may acquire in Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything directly relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties as an employee of Company.

(d) Screening of Public Releases of Information. In addition, and without any intention of limiting my other obligations under this Agreement in any way, I will not, during my employment by Company, reveal any nonpublic information concerning the technology pertaining to the proprietary products and manufacturing processes of Company (particularly technology under current development or improvement), unless I have obtained approval from Company in advance. In that connection, I must submit to Company for review any proposed scientific and technical

articles and the text of any public speeches relating to work done for Company before it is released or delivered. Company has the right to disapprove and prohibit, or delete any parts of, such articles or speeches that might disclose Company's Proprietary Information or otherwise be contrary to Company's business interests.

(c) Ownership and Return of Materials. All materials (including, without limitation, documents, materials, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. On termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later than five days after the earlier of my employment's termination or Company's request) destroy or deliver to Company, at Company's option, (a) all materials furnished to me by Company, (b) all tangible media of expression which are in my possession and which embody or incorporate any Proprietary Information or otherwise relate to Company's business, and (c) written certification of my compliance with my obligations under this sentence.

REDACTED

REDACTED

REDACTED


REDACTED

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY EMPLOYMENT, AND RESTRICTS MY RIGHT TO DISCLOSE OR USE THE COMPANY'S PROPRIETARY INFORMATION AND MAKE SOLICITATIONS OF THE COMPANY'S EMPLOYEES, CLIENTS, SUPPLIERS AND CONSULTANTS DURING OR SUBSEQUENT TO MY EMPLOYMENT WITH THE COMPANY.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS MY LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES.

I CERTIFY AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ ALL OF THE PROVISIONS OF THIS CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT AND THAT I UNDERSTAND AND WILL FULLY AND FAITHFULLY COMPLY WITH SUCH PROVISIONS.

EMPLOYEE:

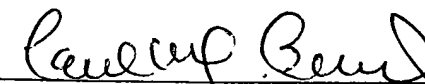


Printed Name: Phuong-Nghi Lam

Dated: 7/6/1

Accepted this July 6th, 2001

QUALLION LLC:

By 
Its Assoc. Gen. Counsel

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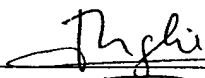
EXHIBIT A

LABOR CODE 2870 NOTICE

I have been notified and understand that this Confidential Information and Invention Assignment Agreement ("Agreement"), and specifically, section 2 of this Agreement, does not apply to any Invention that qualifies fully under the provisions of section 2870 of the California Labor Code, 3.5 Cal. Labor Code section 2870, that states as follows:

ANY PROVISION IN AN EMPLOYMENT AGREEMENT WHICH PROVIDES THAT AN EMPLOYEE SHALL ASSIGN, OR OFFER TO ASSIGN, ANY OF HIS OR HER RIGHTS IN AN INVENTION TO HIS OR HER EMPLOYER SHALL NOT APPLY TO AN INVENTION THAT THE EMPLOYEE DEVELOPED ENTIRELY ON HIS OR HER OWN TIME WITHOUT USING THE EMPLOYER'S EQUIPMENT, SUPPLIES, FACILITIES, OR TRADE SECRET INFORMATION EXCEPT FOR THOSE INVENTIONS THAT EITHER: (1) RELATE AT THE TIME OF CONCEPTION OR REDUCTION TO PRACTICE OF THE INVENTION TO THE EMPLOYER'S BUSINESS, OR ACTUALLY OR DEMONSTRABLY ANTICIPATED RESEARCH OR DEVELOPMENT OF THE EMPLOYER, OR (2) RESULT FROM ANY WORK PERFORMED BY THE EMPLOYEE FOR THE EMPLOYER. TO THE EXTENT A PROVISION IN AN EMPLOYMENT AGREEMENT PURPORTS TO REQUIRE AN EMPLOYEE TO ASSIGN AN INVENTION OTHERWISE EXCLUDED FROM BEING REQUIRED TO BE ASSIGNED UNDER CALIFORNIA LABOR CODE SECTION 2870(a), THE PROVISION IS AGAINST THE PUBLIC POLICY OF THIS STATE AND IS UNENFORCEABLE.

EMPLOYEE:

By: 

Name: Phuong-Nghi Lam

Title (if applicable): Summer intern

Dated: July 6th, 2007

Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)

Docket No.
Q190-US1

This is an Assignment of the following rights, title and interest: (check all that apply):

☒ *United States of America rights, title and interest in the invention*

☐ *Foreign rights, title and interest in the invention*

☐ *United States Patent Application Serial No.* _____

Date of Execution: _____ *Date of Filing:* _____

☐ *United States Provisional Patent Application Serial No.* _____

☐ *United States Patent No(s).* _____

☐ *International (PCT) Patent Application Serial No.* _____

☐ *Other (specify)* _____

Title of the Invention

NEGATIVE ELECTRODE FOR A NONAQUEOUS BATTERY

Inventors (assignors)

<i>Name</i>	<i>Address</i>
Hiroyuki Yumoto	25724 Perlman Place #D, Stevenson Ranch, CA 91381
Joanna Dodd	1735 Rudell Road, Burbank, CA 91501
Mikito Nagata	27819 Silverton Court, Valencia, CA 91354
Phuong-Nghi Lam	1735 Rudell Road, Burbank, CA 91501

Assignee

<i>Name</i>	<i>Address</i>
Quallion LLC	12744 San Fernando Road, Bldg. 3 Sylmar, CA 91342

**Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)**

Docket No.
Q190-US1

Whereas, we, the above-identified Inventors, have invented certain new and useful improvements in the Invention identified above and described in the above-identified patent application(s) and/or patent(s) (hereinafter referred to as "Invention");

And, whereas we desire to assign our above-identified rights, title and interest in the Invention to the above-identified Assignee;

Now, this indenture witnesseth, that for good and valuable consideration, the receipt whereof is hereby acknowledged;

We hereby assign, sell and transfer our above-identified rights, title and interest in said Invention, said application(s) as identified above, including any divisions, continuations, and continuations-in-part thereof, and in and to any and all Letters Patent of the United States, and countries foreign thereto, which may be granted or have granted for said Invention, and in and to any and all reissues and reexaminations thereof, and in and to any and all priority rights, Convention rights, and other benefits accruing or to accrue to us with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto, unto said Assignee;

And we hereby authorize and request the Commissioner of Patents and Trademarks to issue any United States Letters Patent which may issue for said Invention to said Assignee, as assignee of the whole right, title and interest thereto;

And we further agree to sign and execute all necessary and lawful future documents, including applications for foreign patents, for filing divisions, continuations and continuations-in-part of said application for patent, and/or, for obtaining any reissue or reissues of any Letters Patent which may be granted for my aforesaid Invention, as the Assignee or its Designee(s) may from time to time require and prepare at its own expense.

Inventors' Signatures (if Notarization is desired, do not sign here and proceed to next page)

Name	Signature/Date
Hiroyuki Yumoto	
Joanna Dodd	
Mikito Nagata	
Phuong-Nghi Lam	

Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)

Docket No.
Q190-US1

Notarization

(Although notarization is not necessary, it will be considered prima facie evidence of execution pursuant to 35 U.S.C. 261.)

Executed this 27th day of August, in the year 2003

at Sylmar, CA

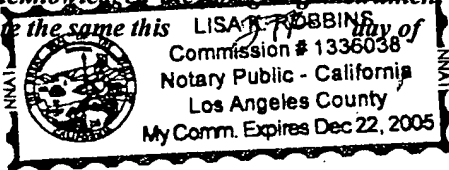
Hiroyuki Yumoto
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Hiroyuki Yumoto

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 27th day of August, in the year 2003



[Signature]
(Notary Public)

Executed this 27th day of August, in the year 2003

at Sylmar, CA

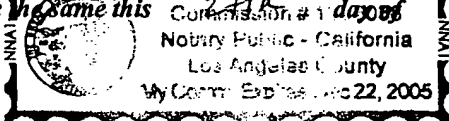
[Signature]
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Joanna Dodd

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 27th day of August, in the year 2003



[Signature]
(Notary Public)

Executed this 27 day of August, in the year 2003

at Sylmar, CA

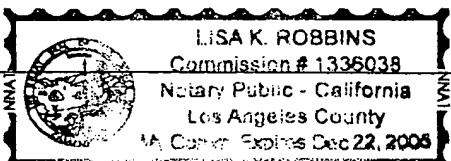
Mikito Nagata
(Signature of Inventor)

State of California

County of Los Angeles

Before me personally appeared Mikito Nagata

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 27 day of August, in the year 2003



[Signature]
(Notary Public)

Assignment of Rights, Title and Interest in Invention
(Multiple inventors; single assignee)

Docket No.
Q190-US1

Notarization

(Although notarization is not necessary, it will be considered prima facie evidence of execution pursuant to 35 U.S.C. 261.)

Executed this 27th day of August, in the year 2003

at Sylmar, CA

State of California

County of Los Angeles

Before me personally appeared Phuong-Nghi Lam

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this 27th day of August in the year 2003




(Notary Public)

, in the year

(Signature of Inventor)

State of

County of

Before me personally appeared

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this day of in the year

(Notary Public)

Executed this day of, in the year

at

(Signature of Inventor)

State of

County of

Before me personally appeared

who acknowledged the foregoing instrument to be a free act and deed and also represented that he or she is authorized to execute the same this day of in the year

(Notary Public)